

ORDER FOR SUPPLIES OR SERVICES						PAGE OF PAGES		
IMPORTANT: Mark all packages and papers with contract and/or order numbers.						1	9	
1. DATE OF ORDER 09/21/2012		2. CONTRACT NO. (If any)		6. SHIP TO:				
3. ORDER NO. DTMA-95-P-2012-0338		4. REQUISITION/REFERENCE NO. MMA-PR5212-20120034		a. NAME OF CONSIGNEE U.S Merchant Marine Academy				
5. ISSUING OFFICE (Address correspondence to) U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699				b. STREET ADDRESS U.S. DOT/Maritime Administration 300 Steamboat Road				
				c. CITY Kings Point		d. STATE NY	e. ZIP CODE 11024-1699	
7. TO: Cheryl Neary, Govt Business POC				f. SHIP VIA				
a. NAME OF CONTRACTOR FENLEY & NICOL ENVIRONMENTAL, INC				8. TYPE OF ORDER				
b. COMPANY NAME				<input checked="" type="checkbox"/> a. PURCHASE		<input type="checkbox"/> b. DELIVERY		
c. STREET ADDRESS 445 Brook Ave				REFERENCE YOUR:		Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.		
d. CITY Deer Park				e. STATE NY	f. ZIP CODE 11729-7208		Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE Safety & Environmental Protection				
11. BUSINESS CLASSIFICATION (Check appropriate box(es))							12. F.O.B. POINT	
<input checked="" type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> h. ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB)							Destination	
13. PLACE OF			14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)		16. DISCOUNT TERMS	
a. INSPECTION KINGS POINT, NY		b. ACCEPTANCE KINGS POINT, NY						
17. SCHEDULE (See reverse for Rejections)								
ITEM NO. (a)	SUPPLIES OR SERVICES (b)			QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	INSTALLATION OF TWO (2) NEW OMNTEC TANK ALARM SYTEMS-							
	Continued ...							
18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.				17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:								\$18,121.00
a. NAME USMMA A/P BRANCH								
b. STREET ADDRESS (or P.O. Box) AMZ-160 P.O. Box 25710								\$18,121.00
c. CITY Oklahoma City								
				d. STATE OK	e. ZIP CODE 73125			
22. UNITED STATES OF AMERICA BY (Signature) 					23. NAME (Typed) Maxmillian Diah TITLE: CONTRACTING/ORDERING OFFICER			

SUPPLEMENTAL INVOICING INFORMATION

RECEIVING REPORT

Quantity in the "Quantity Accepted" column on the face of this order has been: ☐ inspected, ☐ accepted, ☐ received by me

and conforms to contract. Items listed below have been rejected for the reasons indicated.

SHIPMENT NUMBER	PARTIAL		DATE RECEIVED	SIGNATURE OF AUTHORIZED U.S. GOV'T REP.	DATE
	FINAL				
TOTAL CONTAINERS		GROSS WEIGHT	RECEIVED AT	TITLE	

REPORT OF REJECTIONS

[illegible]

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER

CONTRACT NO.

ORDER NO.

09/21/2012

DTMA-95-P-2012-0338

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: U.S.Merchant Marine Academy Division of Procurement USMMA-5206 300 Steamboat Road Kings Point NY 11024-1699</p> <p>Accounting Info: 70121750MA 2012 1MRO000005 0000520000 31100 61006600 Period of Performance: 09/24/2012 to 09/30/2012</p> <p>Contractor shall supply all tools, labor and equipment necessary to remove existing two (2) Pneumercator Instrument Tank Monitoring Systems and install two (2) new OMNTEC OEL8000 11 Tank Gauging Systems.</p> <p>All work shall take place at Murphy Hall located at the U.S. Merchant Marine Academy. All work shall be performed in accordance with the below Statement of Work (SOW).</p> <p align="center">STATEMENT OF WORK (SOW)</p> <p>INSTALLATION OF TWO (2) OMNTEC TANK MONITORING SYSTEMS-</p> <p>1. DESCRIPTION OF SERVICES: It is the intent of the United States Merchant Marine Academy to have an experienced and qualified contractor remove two (2) existing Pneumercator Instrument Tank Monitoring Systems model TMS 2000 and furnish and install two (2) new Omntec OEL800011 ATG Fuel Monitoring and Leak Detections Systems for the existing 6,000 gallon underground fuel oil tank (UST) located outside Barry Hall.</p> <p>1.1 REQUIREMENTS: The contractor shall accomplish the following: -Assign a qualified project manager to coordinate and to oversee all the field activities for the duration of the project. -Completely remove the existing two</p> <p>Continued ...</p>				18,121.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$18,121.00

AUTHORIZED FOR LOCAL REPRODUCTION
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OPTIONAL FORM 348 (Rev. 4/2006)

Prescribed by GSA FAR (48 CFR) 53.213(f)

**ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION**

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ORDER NO.

DTMA-95-P-2012-0338

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Pneumercator Instrument Tank Monitoring System.</p> <p>- Furnish, and install two (2) new Omntec OEL800011 ATG Automatic Tank Gauging and Leak Detection Systems complete with a printer, all sensors, probes and control wiring required for the UST # 50.</p> <p>-Program the Automatic Tank Gauging and Leak Detection System.</p> <p>-Demonstrate and train required Academy personnel on the new Automatic Tank Gauging and Leak Detection System.</p> <p>1.2 Quality Control: The work shall be accomplished only by a contractor specializing in the knowledge and installation of the above work request and furnish evidence that the contractor has been specializing in this type of work for at least 5 years.</p> <p>1.3 SUBMITTALS: Submit copies of the Operation and Maintenance Manuals and warranty information.</p> <p>2. GENERAL NOTES:</p> <p>a. All work must be scheduled with the COTR at least 48 hours before work is accomplished.</p> <p>b. All debris shall be removed from the Academy premises and the areas are to be left in a neat, clean and workmanlike manner.</p> <p>c. Personnel in the employment of the contractor who operation a motor vehicle on the Academy grounds shall possess a valid driver's license.</p> <p>d. Provide an Automobile, Professional Liability, and Worker's Compensation certificates of insurance.</p> <p>e. The COTR shall be immediately notified of any problems or injuries during the course of this contract.</p> <p>3. GUARANTEE:</p> <p>a. Should any of the work performed by the</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

09/21/2012

ORDER NO.

DTMA-95-P-2012-0338

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>contractor prove defective by reason of faulty workmanship or materials, within the period of one (1) year from the date of final acceptance of all work, the contractor agrees to remedy such defects at his own expense within a reasonable time of receiving notification of the same.</p> <p>b. Any damage to surrounding areas resulting from contractor work must be repaired by the contractor at no cost to the Government.</p> <p>DUNS: 013562483 REMIT TO: SAME AS ABOVE CONTACT: DEBORAH PORTER, CONTRACT SPECIALIST 516-726-6137 INVOICE INQUIRIES: TAMMY CURNETT 405-954-2063 MARKVIEW INVOICES: JOE ABBAMONTE</p> <p>Reference Quotes# S10041 & S10041B</p> <p>The total amount of award: \$18,121.00. The obligation for this award is shown in box 17(i).</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

COMMERCIAL CLAUSES

1 52.252-02 CLAUSES INCORPORATED BY REFERENCE

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/current/html/FARTOCP52.html>

Clause	Title	Date
52.212-04	Contract Terms and Conditions--Commercial Items	October 2008

2 52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS-- COMMERCIAL ITEMS OCTOBER 2008

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-03, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-04, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-06, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-03, Notice of Total HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C 657a).

___ (3) 52.219-04, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JULY 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C 657a).

___ (4) [Reserved]

___ (5)(i) 52.219-06, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6)(i) 52.219-07 Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☐ (7) 52.219-08, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (8)(i) 52.219-09, Small Business Subcontracting Plan (APR 2008) (15 U.S.C. 637(d)(4)).
- ☐ (ii) Alternate I (Oct 2001) of 52.219-9.
- ☐ (iii) Alternate II (Oct 2001) of 52.219-9.
- ☐ (9) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).
- ☐ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (11)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- ☐ (ii) Alternate I (June 2003) of 52.219-23.
- ☐ (12) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (APR 2008) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (13) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- ☐ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).
- ☐ (15) 52.219-28, Post Award Small Business Program Rerepresentation (JUNE 2007) (15 U.S.C. 632(a)(2)).
- ☒ (16) 52.222-03, Convict Labor (June 2003) (E.O. 11755).
- ☐ (17) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (FEB 2008) (E.O. 13126).
- ☐ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ☒ (19) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).
- ☐ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ☐ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).
- ☐ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).
- ☐ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ☐ (24)(i) 52.222-50, Combating Trafficking in Persons (AUG 2007) (Applies to all contracts).
- ☐ (ii) Alternate I (AUG 2007) of 52.222-50.
- ☐ (25)(i) 52.223-09, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ☐ (ii) Alternate I (MAY 2008) of 52.223-09 (42 U.S.C. 6962(i)(2)(C)).

___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

___ (27)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

___ (ii) Alternate I (DEC 2007) of 52.223-16.

___ (28) 52.225-01, Buy American Act—Supplies (June 2003) (41 U.S.C. 10a-10d).

___ (29)(i) 52.225-03, Buy American Act—Free Trade Agreements—Israeli Trade Act (AUG 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, 109-53 and 109-169).

___ (ii) Alternate I (Jan 2004) of 52.225-3.

___ (iii) Alternate II (Jan 2004) of 52.225-3.

___ (30) 52.225-05, Trade Agreements (NOV 2007) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O's, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

___ (32) 52.226-04, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

___ (33) 52.226-05, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ (35) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

___ X ___ (36) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

___ X ___ (37) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (38) 52.232-36, Payment by Third Party (May 1999) (31 U.S.C. 3332).

___ (39) 52.239-01, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (40)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Feb 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

____ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-- Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

____ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEPT 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965 (NOV 2007)(41 U.S.C. 351, et seq.).

(vii) 52.222-50, Combating Trafficking in Persons (AUG 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xI) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)